

IN THE MATTER OF FACTFINDING

BETWEEN)
)
JACKSON COUNTY, IOWA,)
) HUGH J. PERRY, FACTFINDER
PUBLIC EMPLOYER,)
AND)
) Recommendations issued:
TEAMSTERS LOCAL NO. 421,) January 28, 2003
)
EMPLOYEE ORGANIZATION.)

APPEARANCES:

FOR JACKSON COUNTY:

JACK WILLEY, SUPERVISOR
J.C. ENGEL, SUPERVISOR
DAVID KENDEL, SUPERVISOR
CLARK SCHLOZ, ENGINEER

FOR TEAMSTERS LOCAL 421:

NATHAN EISENBERG, ATTORNEY
JOHN ROSENTHAL, V.P. LOCAL 421

BACKGROUND

Teamsters Local 421 represents a bargaining unit comprised of 29 Jackson County Secondary Road Employees. The parties have been bargaining collectively since the inception of public bargaining in Iowa. They are concluding a 3 year agreement, March 25, 2000 to June 30, 2003. The parties present proposals for a three year contract, July 1, 2003 to June 30, 2006, although agree that if Factfinding fails to resolve their differences proposals for a one year contract will be presented to an Arbitrator. There are two other bargaining units in the county, both independents, a wall to wall courthouse unit and a detention unit. Both of these units are completing the first year of three year contracts. The parties have resolved all impasse issues with the exception of **Sick Leave, Hours of Work, Insurance and Wages**. They engage statutory factfinding to complete their contract. A hearing was held on January 15, 2003 at the Jackson County Courthouse. In making the recommendations which follow, I have considered the criteria set forth in section 20.22(9) of the Public Employment Relations Act.

IMPASSE ISSUES

The issues for recommendation are **Sick Leave, Hours of Work, Insurance and Wages.**

CURRENT CONTRACT

Sick Leave. The contract provides that sick leave shall accrue at the rate of two days per month for each full month of service to a maximum of ninety days (Section 23.03). Sick leave is for illness or injury of an employee causing absence from work and also provide for leave to be taken in the event of illness of a member of the employee's immediate family, spouse only, except by prior approval from the engineer's office.

Hours of Work. The contract provides for a standard work week of forty hours consisting of five eight hour working days starting at 7:00 A.M. and ending at 3:30P.M. with two fifteen minute breaks and a thirty minute lunch period. (Section 25.01)

Insurance. These employees are offered a health insurance program sponsored by the Central States, Southeast and Southwest Areas Health and Welfare Fund, C-4 Plan. The county pays 80% of the total weekly contributions and the employees pay 20% (28.01). The parties have agreed to continue this level of participation into the new contract in the face of increasing costs of the insurance. For fiscal 2004 the total annual cost of the insurance will be \$10,186.80. The County will pay \$8,149.44 per employee. This represents an \$.88 cents per hour increase over fiscal 2003 or a total annual increase of \$1,826.24. Employees who take the insurance pay the difference, \$2,037.36 or 20%. If an employee is injured on the job, the County continues paying its share of the employee's insurance coverage until the employee is released by a doctor to return to work, for a period of 26 weeks or until the employee is classified as totally disabled, whichever event occurs first (Section 28.05). After this time an employee can continue the insurance at his cost. Other county employees have a different health insurance plan. The parties have agreed to form an insurance committee to discuss and review health insurance options.

Wages. The benchmark wage for the unit is \$13.63/hour. This is the wage paid Equipment Operator I's, II's, Parts and Inventory Specialist, Sign Person, and Engineering Inspectors. Three classifications are paid \$14.03/hour, Engineering Instrument Person, Equipment Operator III and Mechanic. These employees received a 2.8% raise effective July 1, 2002 and 3% effective July 1, 2000 (based on the benchmark wage of \$13.63). Scheduled wage increases for the wall to wall unit are as follows: 3.5% on July 1, 2002, 3% on July 1, 2003 and 3% on July 1, 2004. Wages for the detention unit will be increased by 3.25% , 3.25% and 3% on those same dates.

POSITIONS OF THE PARTIES

Sick Leave

The **Union** proposes that maximum sick leave accumulation be increased from the current 90 days as follows: 95 days for the first year of the new contract, 100 days during the second year and 105 for the third year. In support of this proposal the Union argues that some 19 employees have reached the maximum sick leave accumulation and that many other counties provide for a greater maximum accumulation of sick leave. The most common benefit is 120 days. One neighboring county, Jones, provides up to 125 days.

The **County** urges that this benefit remain unchanged and notes that it is the same as provided other county employees.

Hours of Work

The **Union** urges that the employees work a ten hour four day work week effective the first week of June until and including the last week of August except the week of July 4th which would be a five day week. This would be a trial only with the parties meeting in October of 2003 to discuss the efficiency of this schedule and if such a schedule proves workable and efficient it would be continued during the life of the contract. The Union points out that other counties have tried these summer hours with success and urges that the same be implemented in this county on a trial basis.

The **County** acknowledges discussing such a schedule with the Union, but would have been agreeable to trying such a summer schedule only if the parties agreed on wages which they didn't. Further, the County contends that this proposal is not a mandatory one over which they are required to bargain. The county contends that the hours of work should remain unchanged.

Insurance

The **Union** proposes that if an employee is injured on the job that the county provide its share of his health insurance for 52 weeks rather than the current 26 weeks. The Union notes that one of its employees was adversely affected by the 26 week limitation and urges that this period be extended.

The **County** proposes that the current contract and 26 week maximum period for its payment of health insurance to a sick or injured employee who is unable to return to work remain

unchanged.

Wages

The **Union** proposes that these employees wages be increased as follows: July 1, 2003 3.25%, July 1, 2004 3.25%, July 1, 2004 3%. The Union notes that the average wage of the eight counties closest to Jackson County is \$14.70/hour, that out of 97 Iowa counties reporting wages Jackson ranks 68th and that the average wage of these counties, \$14.34/hour is 5.5% or \$.74/hour higher than Jackson county wages.

The **County** proposes that these employees wages be increased by \$.30/hour for each year of the new agreement. The County notes that health insurance although not a subject of this factfinding (other than the issue of how long it will be provided to an employee injured on the job) is a costly item and will increase dramatically over the life of the next contract. The county notes that general wages for Jackson county rank 90th in the state and that the cost of living increased some 2.2% over the last fiscal year.

DISCUSSION

Sick Leave - The data provided suggests that there should be some modification of the sick leave cap. The Union proposal to increase the cap to 105 days over the life of a three year contract is a fairly modest increase in this benefit and considered reasonable. It is recommended.

Hours of Work - I am not inclined to recommend the change in summer work schedule proposed by the Union. This is a matter better left to the parties to work out through negotiations. A change in summer hours may be advantageous to both parties and to the County's delivery of services but it should be accomplished on a mutually agreeable basis.

Insurance - I am not persuaded that the Union has made a case to increase the County's obligation to pay its portion of an employee's health insurance beyond 26 weeks. Such an event has apparently rarely happened over the years. I don't recommend a change in this provision.

Wages - The Union has presented data indicating that the wages of these employees are somewhat below average when compared to their counterparts in other counties. However, the County points out that wages in Jackson county in general rank among the lowest Iowa counties. Wages in the other bargaining units will increase by 3%, 3.25% and 3% over the next two years. I recommend that the wages of these employees be increased by 3% for each year of the new contract. As discussed at hearing, this would be a 3% increase on the \$13.63 target wage or

increases of \$.41/hour for the first year, \$.42/hour the second year and \$.43/hour the third year.

RECOMMENDATIONS

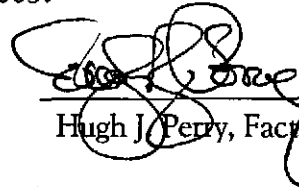
Sick Leave - Increase the maximum sick leave accumulation (Section 23.03) to 95 days July 1, 2003, 100 days July 1, 2004 and 105 days July 1, 2005.

Hours of Work - No change in summer hours. (Section 25.01)

Insurance - No change in Section 28.05

Wages - Increase wages by 3% July 1, 2003 (\$.41/hour) , 3% July 1, 2004 (\$.42/hour) and 3% July 1, 2005 (\$.43/hour). (Appendix A)

Signed this 28th day of January, 2003.



Hugh J. Perry, Factfinder

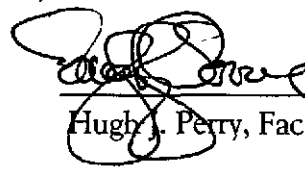
CERTIFICATE OF SERVICE

I certify that on the 28th day of January, 2003, I served the foregoing Recommendations of Factfinder upon each of the parties to this matter by mailing a copy to them at their respective addresses as shown below:

John Rosenthal
Vice-President, Teamsters Local 421
195 East 14th Street
Dubuque, Iowa 52001

Clark Schloz
Jackson County Engineer
210 West Platt Street
Maquoketa, Iowa 52060

I further certify that on the 28th day of January, 2003, I will submit this report for filing by mailing it to the Iowa Public Employment Relations Board, 514 East Locust Street, Suite 202, Des Moines, IA 50309.



Hugh J. Perry, Factfinder